

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B0400096

PRINT DATE: 08/04/09

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1521259153
K NEAL INTERNATIONAL TRUCKS INC
5000 TUXEDO RD

HYATTSVILLE, MD 20781
(301) 772-5100

REFER QUESTIONS TO:

LINDA RULEY
(410) 767-4608
LINDA.RULEY@DGS.STATE.MD.US

ITB: 001IT817692

EXPR DATE: 07/31/10
POST DATE: 08/04/09

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

PER SOLICITATION #001IT817692

VENDOR CONTACT: JACK CLAUNCH 301-772-5100

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STATEWIDE CONTRACT
SUPPLY ONLY
DIESEL EMISSIONS CONTROL DEVICES
=====

SCOPE OF CONTRACT: REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEEDS FOR DIESEL EMISSION CONTROL DEVICES FOR HEAVY-DUTY DIESEL VEHICLES OWNED AND OPERATED BY STATE AGENCIES AND LOCAL GOVERNMENTS WITHIN THE STATE OF MARYLAND FOR THE CONTRACT PERIOD SPECIFIED.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

CONTRACT PERIOD: AUGUST 1, 2009 THROUGH JULY 31, 2010.

THE TERM OF THE CONTRACT WILL BE A PERIOD OF ONE (1) YEAR BEGINNING FROM DATE OF AWARD. THE STATE RESERVES THE UNILATERAL OPTION TO RENEW THE CONTRACT FOR ONE (1) ADDITIONAL CONTRACT PERIOD.

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TERMS (cont'd):

NOTE: RENEWAL OPTIONS ARE AT THE DISCRETION OF THE STATE AND THE CONTRACTOR WILL NOT BE RELIEVED OF THE COMMITMENT TO RENEW THE CONTRACT. PRICES SUBMITTED AT THE TIME OF THE BID MUST REFLECT THE POTENTIAL INCREASES THROUGH THE TERM AND THE OUT YEARS OF THE CONTRACT.

CONTRACT SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE BUREAU. THE BUREAU MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON THIRTY (30) DAYS WRITTEN NOTICE TO THE CONTRACTOR.

THIS CONTRACT IS TO BE A FIRM FIXED PRICE CONTRACT. ALL PRICES CONTAINED HEREIN SHALL BE FIRM FOR THE ENTIRE CONTRACT PERIOD.

ALL PRICES ARE F.O.B. DESTINATION TO ANY POINT WITHIN THE STATE OF MARYLAND UNLESS OTHERWISE SPECIFIED ON THE LINE ITEM. PRICES INCLUDE ALL SHIPPING, HANDLING AND ADMINISTRATIVE CHARGES UNLESS OTHERWISE SPECIFIED ON THE LINE ITEM.

PAYMENT TERMS ARE NET, 30 DAYS.

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES.

ALL PARTS OFFERED MUST BE EPA APPROVED. THE EPA LIST OF VERIFIED RETROFIT TECHNOLOGIES CAN BE FOUND AT WWW.EPA.GOV/OTAQ/RETROFIT/RETROVERIFIEDLIST.HTM IN ADDITION TO THE ABOVE LIST OF EPA VERIFIED RETROFIT TECHNOLOGIES, EPA RECOGNIZES AND ACCEPTS THOSE RETROFIT HARDWARE STRATEGIES OR DEVICE-BASED SYSTEMS THAT HAVE BEEN VERIFIED BY THE CALIFORNIA AIR RESOURCES BOARD (CARB). INFORMATION ABOUT CARB'S VERIFICATION PROGRAM AND THEIR LIST OF VERIFIED TECHNOLOGIES CAN BE FOUND AT THE ARB VERIFICATION PAGE, [HTTP://WWW.ARB.CA.GOV/DIESEL/VERDEV/VERDEV.HTM](http://WWW.ARB.CA.GOV/DIESEL/VERDEV/VERDEV.HTM) CLOSED CRANKCASE VENTILATION FILTRATION (CCVF) SYSTEMS ARE EXEMPTED FROM EPA AND CARB VERIFICATION REQUIREMENTS.

EQUIPMENT :THE DIESEL EMISSION CONTROL DEVICES COVERED BY THIS CONTRACT INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- * DIESEL OXIDATION CATALYSTS (DOC)
- * ACTIVE OR PASSIVE DIESEL PARTICULATE FILTERS (DPF)
- * PARTIAL DIESEL PARTICULATE FILTERS
- * CLOSED CRANKCASE VENTILATION FILTRATION (CCVF) SYSTEMS.
- * DIESEL PARTICULATE FILTER CLEANING SYSTEMS

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TERMS (cont'd):

- * CLOSED CRANKCASE VENTILATION FILTRATION SYSTEM REPLACEMENT FILTER MEDIA

QUALITY CONTROL AND DOCUMENTATION:

A. THE VENDOR MUST CERTIFY THAT THE DIESEL EMISSION CONTROL DEVICES ARE COMPATIBLE WITH THE APPLICATIONS. THE VENDOR MUST PRESENT OEM CONCURRENCE THAT THE DIESEL EMISSION CONTROL DEVICES WILL NOT AFFECT OEM WARRANTIES ON VEHICLES AND ENGINES THAT ARE STILL UNDER WARRANTY.

B. DIESEL EMISSION CONTROL DEVICES MUST CARRY A WARRANTY FOR AT LEAST ONE YEAR AGAINST FAILURE OF THE DEVICE TO MAINTAIN REQUIRED EMISSIONS TO MAINTAIN REQUIRED EMISSIONS REDUCTIONS AND AGAINST DAMAGE OR OTHER DEGRADED PERFORMANCE OF THE ENGINE OR OTHER COMPONENTS OF THE VEHICLE DUE TO THE PRESENCE OF ITS INSTALLATION.

C. WHERE SHIPPING CONTAINERS ARE TO BE USED, EACH CONTAINER MUST BE MARKED WITH THE PURCHASE ORDER NUMBER, CONTRACT NUMBER, NAME OF THE CONTRACTOR, NAME OF THE ITEM, ITEM NUMBER AND QUANTITY CONTAINED THEREIN.

D. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE MANUFACTURER COMPLIES WITH THE INSTRUCTIONS IN PARAGRAPH "C." ABOVE FOR ITEMS THAT ARE DROP-SHIPED.

E. THE STATE RESERVES THE RIGHT FOR SITE VISITS TO ANY VENDOR TO ASCERTAIN ABILITY TO FULFILL THE REQUIREMENTS OF THIS CONTRACT.

ALL PARTS INCLUDE INSTALLATION KITS.

ALL PRICES ARE F.O. B. DESTINATION AND INCLUDE ALL SHIPPING, HANDLING, AND ADMINISTRATIVE CHARGES UNLESS OTHERWISE NOTED ON THE LINE ITEM.

INSTALLATION OF PARTS IS NOT INCLUDED IN THIS CONTRACT.

REQUIRED DELIVERY TIME IS TO 8-12 WEEKS FROM RECEIPT OF INDIVIDUAL AGENCY ORDERS.

A REPORT MUST BE FURNISHED BY THE SUCCESSFUL VENDOR EVERY 3 MONTHS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. FORMAT SHALL BE AT VENDORS OPTION PROVIDING THAT, AS A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL.

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TERMS (cont'd):

THE REPORT MUST BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. ADDITIONALLY, VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT WILL NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS.

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ACTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2)

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TERMS (cont'd):

SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	92045-MEMA00	EA	

DIESEL EMISSION CONTROL DEVICES:

ENGINE CONTROL SYSTEMS DOC'S - 15% DISCOUNT - SEE ATTACHED LIST.

0002	06038	EA	
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DIESEL EMISSION CONTROL DEVICES:

ENGINE CONTROL SYSTEMS LEVEL 3 DPF - 17% DISCOUNT - SEE ATTACHED LIST.

0003	06038	EA	
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DIESEL EMISSION CONTROL DEVICES:

ENGINE CONTROL SYSTEM VIBRATION MOUNT KIT FOR LEVEL 3 DPF'S - 17%

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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DISCOUNT - SEE ATTACHED LIST.

0004	06038	EA
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DIESEL EMISSION CONTROL DEVICES:

ENGINE CONTROL SYSTEMS DPF REPLACEMENT FILTERS 15% DISCOUNT - SEE ATTACHED LIST.

0005	06038	EA
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DIESEL EMISSION CONTROL DEVICES:

ENGINE CONTROL SYSTEMS LEVEL 3 DPF FILTER/PASSIVE-ACTIVE DPF (PURIFILTER PLUS) - 17% DISCOUNT - SEE ATTACHED LIST.

0006	06038	EA
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DIESEL EMISSION CONTROL DEVICES:

ENGINE CONTROL SYSTEMS REGENERATION PANELS FOR THE PURIFILTER PLUS LEVEL 3 DPF - 15% DISCOUNT - SEE ATTACHED LIST.

0007	06038	EA
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DIESEL EMISSION CONTROL DEVICES:

ENGINE CONTROL SYSTEMS COMBICLEAN DPF FILTER CLEANING MACHINE - 15% DISCOUNT - SEE ATTACHED LIST.

PRICE TO CLEAN A FILTER BY THE CONTRACTOR - \$300.00

0008	06038	EA
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DIESEL EMISSION CONTROL DEVICES:

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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INTERNATIONALS GREEN DIESEL TECHNOLOGY CCVF PRODUCTS - 15% DISCOUNT -
SEE ATTACHED LIST.

0009	06038	EA	
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DIESEL EMISSION CONTROL DEVICES:

INTERNATIONALS GREEN DIESEL TECHNOLOGY CCVF MEDIA/FILTER REPLACEMENTS
FOR CCV'S - 15% DISCOUNT - SEE ATTACHED LIST.

0010	06038	EA	
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DIESEL EMISSION CONTROL DEVICES:

INTERNATIONAL DATA LOGGING KIT - \$500.00 FOR DATA LOGGING EQUIPMENT.
THIS PRICE DOES NOT INCLUDE LABOR FOR INSTALLATION AND REMOVAL OF
DATA LOGGER.

END OF ITEM LIST

***** LAST PAGE *****

AUTHORIZED BY: _____

BUYER AUTHORIZED DESIGNEE

DATE: _____

8/4/09

K. Neal International Trucks

Solicitation # 001IT817692

Dealer Directional Pricing -

Tail Pipe Emissions Products			
Part #	Description	Notes:	National Fleet
AZ28	AZ PuriMuffler	Level 1 DOC	\$ 1,127.82
AZ29	AZ PuriMuffler	Level 1 DOC	\$ 1,343.98
AZ29	AZ PuriMuffler	Under Cab Muffler - 7400	\$ 1,466.18
AZ30	AZ PuriMuffler	Level 1 DOC	\$ 1,785.71
AZ31	AZ PuriMuffler	Level 1 DOC	\$ 2,631.88
AZ33	AZ PuriMuffler	Level 1 DOC	\$ 3,665.41
Includes 2 Torca Torc-Tite™ Lap Clamps			
AZ28	AZ Purifier	Level 1 DOC	\$ 873.21
AZ29	AZ Purifier	Level 1 DOC	\$ 1,025.00
AZ30	AZ Purifier	Level 1 DOC	\$ 1,390.98
AZ31	AZ Purifier	Level 1 DOC	\$ 2,246.23
AZ33	AZ Purifier	Level 1 DOC	\$ 3,505.64
Includes 2 Torca Torc-Tite™ Lap Clamps			
SC13	Purifier	Level 3 DPF	\$ 6,850.46
SC17	Purifier	Level 3 DPF	\$ 8,187.13
SC20	Purifier	Level 3 DPF	\$ 10,609.88
SC23	Purifier	Level 3 DPF	\$ 11,361.73
SC28	Purifier	Level 3 DPF	\$ 13,233.08
Includes 2 Torca Torc-Tite™ lap clamps, 2 Universal Mounting Straps and a Back-Pressure Monitor Logger Kit			
GDTCC250411	Vibration Mounts	One every vehicle - Level 3	\$ 309.11
GDTCC190034	Purifier Element	SC13/SCP13	\$ 6,182.13
GDTCC190046	Purifier Element	SC17/SCP17	\$ 7,769.43
GDTCC190048	Purifier Element	SC20/SCP20	\$ 8,771.94
GDTCC190037	Purifier Element	SC23/SCP23	\$ 9,983.29
GDTCC190038	Purifier Element	SC28/SCP28	\$ 12,280.70
SCP13	Purifier Plus	Level 3 DPF	\$ 11,831.24
SCP17	Purifier Plus	Level 3 DPF	\$ 12,972.43
SCP20	Purifier Plus	Level 3 DPF	\$ 14,118.63
SCP23	Purifier Plus	Level 3 DPF	\$ 15,463.67
SCP28	Purifier Plus	Level 3 DPF	\$ 19,231.41
Includes 2 Torca Torc-Tite™ lap clamps, 2 Universal Mounting Straps and a Back-Pressure Monitor Logger Kit			
GDTA690030	Panel 240		\$ 5,513.78
GDTA690029	Panel 480	For all except SCP 28	\$ 5,246.44
GDTA690031	Panel 480	For SCP28	\$ 6,566.41
CombiClean Automated			
			\$ 20,175.44
All ECS DOC and DPF Product is freight collect. FOB Thornhill, ON Canada. Freight is not included in DNET. Brokerage fees are included.			
Closed Crankcase Ventilation System			
GDTCCV001NB	CCV KIT, INTL I6 ENGINE		\$ 517.10
GDTCCV002NB	CCV KIT, INTL T444E HYD		\$ 488.38
GDTCCV003NB	CCV KIT, INTL T444E, ON ENGINE		\$ 327.29
GDTCCV004NB	CCV KIT, CUMMINS 5.9 / ISB		\$ 527.69
GDTCCV005NB	CCV KIT, CAT 3116 / 3126		\$ 492.83
GDTCCV006NB	CCV KIT, UNIVERSAL		\$ 650.77
GDTCCV007NB	CCV KIT, INTL T444E AIR		\$ 484.86
GDTCCV008NB	CCV KIT,	Was used for S60, When adapting to other applications should add \$50 to \$75 to DNET. Fittings, mounting etc.	\$ 636.48
GDTCCVFE04C	CASE	Element for 01,02,04, 05,06 and 07	\$ 528.55
GDTCCVFE04P	PALLET	Element for 01,02,04, 05,06 and 07	\$ 19,560.76
GDTCCVFE05C	CASE	Element for 003 Kit	\$ 605.69
GDTCCVFE05P	PALLET	Element for 003 Kit	\$ 23,571.81
GDTCCVFE06C	CASE	Element for 008 Kit	\$ 422.62
GDTCCVFE06P	PALLET	Element for 008 Kit	\$ 12,866.53
All CCV product is freight collect, FOB Holly Springs, MS. Freight not included. Exception: Complete of CCV kits one part number, QTY of 30. Exception: Replacement elements. Case and Pallet includes freight.			

Line 1
DOC'S
NF-15%

Line 2
DPF
NF-17%

Line 3
NF-17%

Line 4
NF-15%

Line 5
NF-17%

Line 6
NF-15%

Line 7
NF-15%

Line 8
NF-15%

Line 9
NF-15%